

**WBR 1452.232-80 Limitation of Funds.**

As prescribed in WBR 1432.705-80, insert a clause substantially the same as follows. Paragraph (b) of the clause may be revised to identify the work required under the contract, including identification of contract line items, if appropriate. No dollar amounts shall be inserted into paragraph (b) of the clause when it is inserted into solicitations; however, the contracting officer may insert estimated percentages of the total funds to be allotted each fiscal year to indicate anticipated annual levels to offerors. The contracting officer shall insert the amount of actual funds allotted, period of allotment, and anticipated future funding allotments into paragraph (b) of the clause prior to contract award. As additional funds are allotted to the contract, paragraph (b) shall be revised accordingly through use of a contract modification. Under paragraph (d) of the clause, the 60-day notification period may be varied from 30 to 90 days and the 75 percent from 75 to 85 percent, as appropriate.

**LIMITATION OF FUNDS (FIXED-PRICE CONTRACT) -- BUREAU OF RECLAMATION  
(DEC 1994)**

(a) Pursuant to Section 12 of the Reclamation Project Act of 1939 (43 U.S.C. 388) incremental funding for this contract will be made available in accordance with this clause.

(b) Incremental funding in the amount of \$\_\_\_\_\_ [*Insert amount*] is presently available for payment and allotted under this contract for [*Insert a description of work required under the contract or identify contract line items, if appropriate*]. This present funding allotment is contemplated to cover the work to be performed until \_\_\_\_\_ [*Insert date through which funds are allotted*]. A schedule for anticipated future funding allotments is as follows. This information is for planning purposes only and may not be fully representative of the funds actually allotted under this contract [*Insert percentage of total contract amount anticipated to be funded for each period when the clause is used in a solicitation; insert anticipated funding amounts for each period when clause is inserted in the contract*]:

<u>FISCAL YEAR</u>	<u>FUNDING AMOUNT</u>
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On award of contract	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(c) For work identified in paragraph (b) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of specified work for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor shall not be obligated to continue performance of this work beyond that point. The Government shall not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for this work notwithstanding any contrary provisions of the Termination for Convenience of the Government clause of this contract.

(d) Notwithstanding the date specified in paragraph (b) of this clause, the Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 75 percent of the total amount then allotted to the contract for performance of work identified in paragraph (b) of this clause. The notification shall state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the work up to the next scheduled date for allotment of funds identified in paragraph (b) of this clause, or to a mutually agreed upon substitute

date. The notification shall also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of work funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (b) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer shall terminate any work for which additional funds have not been allotted, pursuant to the Termination for Convenience of the Government clause of this contract.

(e) When additional funds are allotted for continued performance of the work identified in paragraph (b) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (c) through (e) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly through revision of paragraph (b) of this clause. The Contracting Officer is the only person authorized to provide notice, communication, or other form of representation to increase or decrease the amount of funds allotted by the Government to this contract.

(f) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the work identified in paragraph (b) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of work, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder shall be a dispute concerning a question of fact within the meaning of the Disputes clause of this contract.

(g) The Government may at any time prior to termination allot additional funds for the performance of the work identified in paragraph (b) of this clause.

(h) The termination provisions of this clause do not limit the rights of the Government under the Default clause of this contract. The provisions of this clause are limited to the work and allotment of funds as set forth in paragraph (b) of this clause. This clause is inapplicable once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (e) or (f) of this clause.

(i) Change orders shall not be considered authorization to exceed the amount allotted by the Government as specified in paragraph (b) of this clause unless the amount is increased by inclusion of a statement contained in the change order.

(j) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.

(End of clause)